

# Agenda Item Form

Agenda Date: 06/15/04

Districts Affected: All

Dept. Head/Contact Information: Amy Reed, Education Curator

## Type of Agenda Item:

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Resolution            | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements       | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use     | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements            | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input type="checkbox"/> Other _____                      |   |  |

## Funding Source:

- ☐ General Fund  
☒ Grant (duration of funds: 2 Months)  
☐ Other Source: \_\_\_\_\_

## Legal:

- ☐ Legal Review Required      Attorney Assigned (please scroll down): None      ☐ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

These contracts will be for two teachers for an outreach program with Armijo Recreation Center for the months of June and July.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Grant funds for teacher salaries and supplies

## Statutory or Citizen Concerns:

None anticipated

## Departmental Concerns:

None anticipated

2004 JUN 15 4:11 PM  
CITY CLERK'S OFFICE

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **DAVID P. HERRERA**, to assist the Museum of Art as an instructor for the Armijo Teen Program at the rate of \$20 per hour, not to exceed a total of 16 hours and a maximum amount of \$320.00. The term of the contract shall be from June 16, 2004 through August 6, 2004.

**ADOPTED** this 15th day of June, 2004.

THE CITY OF EL PASO

---

Joe Wardy  
Mayor

ATTEST:

---

Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:



---

Guadalupe Cuellar  
Deputy City Attorney

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

**INDEPENDENT CONTRACTOR CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **DAVID P. HERRERA**, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City desires to engage the Contractor on behalf of the Museum of Art; and

**WHEREAS**, Contractor possesses the skills to render said services to the City;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1.    SCOPE OF SERVICES.    The Contractor shall perform the following services under the terms and conditions hereinafter stated, and the Contractor hereby accepts and agrees to perform such services:

Instruct the Armijo Teen Program; work under the direction of the Outreach Coordinator to guide discussions and teach students how to make murals.

2.    TIME OF PERFORMANCE.    The services of Contractor are to take place from June 16, 2004 through August 6, 2004.

3.    COMPENSATION AND METHOD OF PAYMENT.    The Contractor shall be paid an hourly rate of Twenty and 00/100 Dollars (\$20.00), not to exceed a total of 16 hours and a maximum amount of \$320.00.    The City will provide no fringe benefits. Contractor agrees that at no time will hee make a claim against the City for more than the rate provided under the terms of this contract.

4.    LOCATION OF PERFORMANCE.    The places where such services are to be performed is at Museum of Art, in the City and County of El Paso, Texas, or such other places as may be necessary to fulfill the terms of this Contract.

5. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. LAW GOVERNING CONTRACT. For purposes of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

7. TERMINATION. Either party may terminate this contract without cause after five (5) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Contractor of the cause for termination. The City shall have the right immediately to terminate the Contract for default if the Contractor violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement.

8. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. NOTICE. Any notices required under this contract shall be sufficient if sent

by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Contractor  
at the following addresses:

CITY: City of El Paso  
Museum of Art  
Attn: Becky Duval Reese  
One Arts Festival  
El Paso, Texas 79901

CONTRACTOR: David P. Herrera

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso,  
Texas this 15th day of June, 2004.

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

CONTRACTOR:

\_\_\_\_\_  
David P. Herrera  
SSN

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Becky Duval Reese  
Director, Museum of Art

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: \_\_\_\_\_

Secretary

Date: 6/10/04

## David D. Herrera

**Summary of Qualifications:** Unique creative ability in variety of media, love of art, knowledge of artistic techniques and notions, superior organizational skill, excellent customer service and public relations capacity, outstanding networking methodology, computer software operations knowledge, strong business acumen and ethics.

### **Experience:**

#### **Aerosolutions      El Paso, Texas**

##### **Artist, Owner**

1998 - current

Create one-of-a-kind artistic art interior/exterior commercial and residential art mural pieces, custom-painted signage, wall graphics, logos, banners and other work utilizing a variety of media, but specializing in aerosol.

Perform all marketing duties which incorporates personal visits to targeted customer sites, mail marketing, and networking at meetings, community social service agencies and businessman's association groups.

Purchase all media, tools, equipment and software.

Currently experimenting with a variety of mixed-media techniques which focus on digital computerized color mixing, morphing and digital adjustment.

Personally consult with customers on premises, performing all measurements and providing professional direction as to potential design outcome.

From time to time, consult and collaborate with other artists as to projects.

#### **Hilton Paso del Norte Hotel      El Paso, Texas**

##### **Front Desk Supervisor**

April 1995 - August 2002

Progressively advanced to latest supervisory position as result of hard work and recognition by customers and management. Beginning as Bellhop, I was able to progressively be promoted and re-directed to the positions of Van Driver, Night Auditor, Credit Card Approval Clerk, Accounting Clerk, Concierge, and Front Desk Shift Leader. In the latest capacity I personally conducted Customer Relations, Surveillance, On-site Safety Inspections, assisted hotel patrons with their visit requirements and accommodations.

I additionally aided other customers with Sales of Guest Rooms for Business and VIP purposes and helped customers book banquet room needs for parties of from 10 - 500.

I secured Hilton System 21 training in the conversion of hotel reservations software and assisted the hotel in the conversion of reservations systems on two occasions.

Because of my recognized expertise, management tapped me to provide historical tours of the grand and internationally renown hotel. In the course of fulfillment of my duties I personally assisted many VIP personalities.

A host of satisfied guests provided management with a variety of letters attesting to the excellent customer service I provided during the course of their hotel stay. I was selected as the chain's Hocasa award winner and also employee of the month for every position I held while at the hotel.

**United States Marines, Reserves** Ft. Bliss, Texas

JTF-6 Sergeant, Field Artillery Specialty

1993 - 2000

N 514 Battery

Rose to rank of Sergeant upon having demonstrated superior administrative and technical ability in the performance of Field Artillery Cannoneer, Protocol, Handling and Maintenance duties, charged with materials and personnel accountability and information processing.

In 1998 I was tapped for Protocol and Reconnaissance Anti-Terrorist training with the 14th Marine Regiment. I was able to learn top-secret specialty techniques in securing locations and conducting special anti-terrorist maneuvers.

I also performed a variety of administrative duties as Driver and Assistant to the Unit's Commanding General. In this capacity I served as the CG's Personal Driver, arranged meetings, answered phones, assisted in the drafting of memos and letters/faxes, and drove a variety of vehicles (Humvee, 5-ton, tank, Corsica) for special assignments.

**Additional Experience:**

<u>Cajun Cook, Kitchen Mgr.</u>	<u>Crawdaddy's Rest, El Paso</u>	Dec 1994 - Apr 1995
<u>Sales Representative,</u>	<u>Blockbuster Music, El Paso</u>	Feb 1993 - Mar 1995
<u>Customer Service,</u>	<u>Register Sales, Home Base, Inc.</u>	Jan 1993 - Jul 1993
<u>Warehouse Inventory Clerk,</u>	<u>NABC Pell, Inc.</u>	Jul 1992 - Jan 1993
<u>Production Processor,</u>	<u>Olsten Temporary Services</u>	May 1992- July 1992
<u>Mill Operator,</u>	<u>Cal-Tech Spice Co., Anthony NM</u>	Jan 1991 - Jun 1991
<u>Metals Processing QA Tech,</u>	<u>W. Silver Co., El Paso</u>	May 1989 - Dec 1990
<u>Busboy,</u>	<u>Bella Napoli Restaurant, El Paso</u>	May 1989 - Oct 1987
<u>Shift Leader,</u>	<u>Food Services Worker, Wendys, El Paso</u>	Sep 1985 - Oct 1987
<u>Busboy,</u>	<u>Meili's Chinese Restaurant, El Paso</u>	1984 - 1985

**Education:**

**El Paso Community College**

El Paso, Texas

AA, Art in progress Computer software skills in Microsoft Word, Excel, Access, PowerPoint, other popular business software.

**Coronado High School**

H.S. Diploma

El Paso, Texas

June 1991

Active in ROTC Drill Team, Rifle Team

Gained proficiency in variety of art media: oil painting, texture, color, shadowing complexes, dimension, layering, order sequencing, principles of painting.

**Art Program Administration Endeavors:**

Director, Border Youth Out Beautifying, El Paso

1996 - current

Administer all aspects of local art mural program which seeks to involve local artists and aspiring youth in collaboration with area businesses for purposes of concurrently beautifying the city while allowing artists to display their talent and learn art techniques in various media.

Art Director, Paso Del Norte Health Foundation

2000

Action For Youth Program arts program administrator.